

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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VENTURA SYSTEMS, INC.,  
Plaintiff-Appellee,

v

JENZANO CORP.,  
Defendant-Appellant.

UNPUBLISHED  
September 17, 2002

No. 229979  
Oakland Circuit Court  
LC No. 99-011646-CK

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Before: Whitbeck, C.J., and O’Connell and Meter, JJ.

O’CONNELL, J. (*dissenting*).

I respectfully dissent. DaimlerChrysler Corporation’s Special Supplier Program was established to funnel business to minority-owned businesses. In order to do business with DaimlerChrysler, minority businesses were required to have their own repair facilities. Plaintiff Ventura Systems, Inc. is a certified minority-owned corporation that repairs electronics used in automobile manufacturing. Unfortunately, Ventura did not have an in-house repair facility. Once it obtained a work order from DaimlerChrysler, it outsourced all of the work to defendant. Defendant, in turn, outsourced the work to a third party. This third party then reported to DaimlerChrysler that plaintiff was outsourcing the work in violation of DaimlerChrysler’s Special Supplier Program.

Needless to say, once DaimlerChrysler determined that plaintiff had outsourced the work, it cancelled the work order with plaintiff. Plaintiff now claims that if defendant had not outsourced the work to a third party, its work order with DaimlerChrysler would have continued for six years. Therefore, in plaintiff’s opinion, defendant is responsible for six years of future lost profits. I find plaintiff’s argument to be disingenuous, without merit, and contrary to the evidence in this case.<sup>1</sup> There exists nothing in this record to show that plaintiff’s business with DaimlerChrysler was guaranteed or even likely to continue for six years. However, the evidence does establish that plaintiff was in violation of DaimlerChrysler’s Special Supplier Program. In my opinion, the trial court erred in concluding that plaintiff provided sufficient proof of lost profits to allow this case to go to the jury.

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<sup>1</sup> I find it ironic that plaintiff is allowed to claim lost profits when, in fact, plaintiff was the first to violate DaimlerChrysler’s Special Supplier Program protocol.

I would reverse the decision of the trial court.

/s/ Peter D. O'Connell